

Exhibit E

Excerpts of

Amended and Restated Reciprocal Easement and Operating Agreement

Exhibit F to ECF No. 4451 at 59–309

Development Tract designated on Exhibit "B" as "Future Hotel Site and Parking" and "Family Entertainment Center" may be Operated for Hotel and family entertainment center purposes, respectively, and for no other uses without the Majors' prior written approval, which approval shall not be unreasonably withheld. Service uses may include financial institutions, brokerage offices, restaurants, health clubs, night clubs, travel and other agencies and similar service establishments. Developer shall not permit more than ten percent (10%) of the Floor Area of the Developer Mall Stores to be occupied by such service establishments, other than restaurants, without the Majors' prior approval. Notwithstanding the foregoing, so long as a Major uses and operates its Building as a Department Store pursuant to this REA, office use which is permitted in the Total Development Tract shall not include a Building used primarily for general office purposes.

D. PROHIBITIONS. No use or operation will be made, conducted or permitted on or with respect to all or any part of the Total Development Tract, which use or operation is obnoxious to or out of harmony with the development or operation of a first-class regional shopping center containing an enclosed air conditioned mall, Hotels and a Family Entertainment Center, including but not limited to, the following:

1. Any public or private nuisance.
2. Any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness or loudness except for normal noise incident to the operation of reasonably quiet amusement attractions within the Family Entertainment Center.
3. Any obnoxious odor.
4. Any noxious, toxic, caustic or corrosive fuel or gas.
5. Any dust, dirt or fly ash in excessive quantities.
6. Any unusual fire, explosion or other damaging or dangerous hazard, including the storage, display or sale of explosives or fireworks.

7. Any warehouse (but any area within a Store for the storage of goods intended to be sold at such Store in the Shopping Center shall not be deemed to be a warehouse), assembly, manufacture, distillation, refining, smelting, agriculture or mining operations. Provided, however, that an Occupant whose primary business is that of the operation of a restaurant shall be permitted to operate a micro brewery within its restaurant, if the Floor Area occupied by the micro brewery does not exceed 2,000 square feet.

8. Any mobile home or trailer court, labor camp, junk yard, stock yard or animal raising. Notwithstanding the foregoing, pet shops shall be permitted within the Center, provided that such shops shall be so conducted that there shall be no violation of the other prohibitions of this Article IX-D, including Article IX-D (13), by reason of the operation of such shops.

9. Any drilling for and/or removal of subsurface substances.

10. Any dumping of garbage or refuse.

11. Any commercial laundry or dry cleaning plant, laundromat, veterinary hospital, car washing establishment, bowling alley, mortuary or similar service establishment (except for a laundry plant in a hotel permitted in the Shopping Center which plant serves only the hotel and its guests).

12. Any automobile body and fender repair work.

13. Any pet shops within one hundred fifty (150) feet of the entrance of the Building of a Major.

14. Any kiosks or rolling pushcarts except as authorized pursuant to Article IX-E or approved in writing by Developer and the Majors; provided, however, Nordstrom, Macy's and Sears may operate in their respective Court Areas, or cause to be operated in their respective Court Areas, not more than one (1) moveable pushcart, one (1) pastry cart and two (2) support

carts, for the sale of espresso, baked goods and other food and beverages, together with a single service cart, tables and chairs, which pushcarts will be used only in their respective Court Areas, as shown on Exhibit "B". Developer shall have the right to approve any material modification of the size of such cart or the number of chairs from that shown on the Plot Plan.

E. NON-INTERFERENCE WITH COMMON AREA. So as not to interfere with efficient pedestrian traffic flow in the Enclosed Mall, no selling or retail activity shall be conducted on any level of the Enclosed Mall other than (a) in connection with special events of the Shopping Center Merchants' Association (or Developer, if there be no Merchants' Association), which shall be located (i) in the Enclosed Mall and (ii) in the Court Areas of the Majors with the approval of such Major which approval may be withheld in such Major's sole discretion, (b) by Developer or an affiliate of Developer in the customer service areas labeled "Customer Service Areas" on the Plot Plan, which Customer Service Areas shall be designed so that they are architecturally harmonious with the Enclosed Mall, maintained in a neat and first-class appearance, and used for service and retail selling activities including, without limitation, the rental of lockers, strollers and wheelchairs, coat and package check and the sale of souvenirs, film and other miscellaneous items customarily found in customer service areas located in first-class family oriented amusement parks or centers of the quality of amusement parks and centers operated by Knotts Berry Farm, Six Flags West, Disneyland or Epcot Center, and (c) from moveable pushcarts and from kiosks located only within the permitted areas shown on the Plot Plan (which kiosks and pushcarts shall be designed so that they are architecturally harmonious with the Enclosed Mall and shall be constructed with and continuously maintained in a neat and first-class appearance), provided that not more than the number of pushcarts designated on Exhibit "B" for each area labeled "Kiosk/Rolling Pushcarts" shown on the Plot Plan may be located in such area. If the Plot Plan does not indicate the number of pushcarts which may be operated in a permitted pushcart area, the maximum number of carts which may be operated in such area shall be two (2). No kiosks or pushcarts shall be located in the Court of a Major by Developer or any Occupant other than such Major. No pushcart may be constructed or operated within the Common Area except in compliance with all of the following conditions: (1) All pushcarts will be "see through" type; (2) No pushcart will be erected which has a width greater than four (4) feet or a length greater than four (4) feet or height greater than seven (7) feet; (3) All pushcarts shall be maintained in a clean and orderly

entrance of Sears on each level of the Enclosed Mall open and Operating, then Sears, and its successors and assigns, shall not use the Sears Building or Sears Tract for any use or purpose other than retail purposes customarily found in an enclosed mall shopping center and non-retail activities customarily incidental thereto or such other uses and purposes that are compatible and consistent with (and are not detrimental, injurious or inimical to) the operation of a first-class regional shopping center on each of the three (3) levels thereof; provided, however, nothing contained herein shall require Sears to operate any retail or non-retail activities on the third (3rd) level of the Sears Building after the expiration of the Major Operating Period of Sears. Except as set forth in the next sentence, if at any time after the expiration of the Major Operating Period of Sears, any of the conditions above set forth in (i), (ii), (iii) or (iv) of this paragraph are not satisfied, Sears shall cease to be subject to the use restriction set forth in this paragraph. Notwithstanding the foregoing, if at any time such occupancy of the Developer Mall Store Floor Area on the Developer Tract falls below seven hundred twenty thousand (720,000) square feet, distributed on at least 273,600 square feet on level one, 237,600 square feet on level two, and 208,800 square feet on level three of the Enclosed Mall or Developer fails to use its reasonable best efforts to have at least fifty percent (50%) of the total lineal feet of Store frontage located within four hundred (400) feet of the entrance of Sears on each level of the Enclosed Mall open and Operating, Sears shall remain subject to the use restriction set forth in this paragraph unless such condition continues for more than one (1) year after Sears has given written notice to Developer and to any mortgagee of the Developer Tract entitled thereto pursuant to Article XXVI-B hereof that such condition exists, during which period of one (1) year following receipt of such